

1992 - 1994

#815

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AGREEMENT

Between

Board of Chosen Freeholders of the
County of Burlington,



Burlington County Library Commission

and

Burlington County
Mosquito Commission

and

Communication Workers of America
Local 1044



J-1

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January 1, 1992 - December 31, 1994

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ARTICLE I RECOGNITION:

The Employer recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent for all full-time employees of the County of Burlington for the purposes of negotiating the terms and conditions of their employment. Managerial Executives and Confidential Employees, within the meaning of N.J.S.A.34:13A-3 et.seq. are excluded from this Agreement.

Titles represented by the Union shall include those listed on Exhibit A.

ARTICLE II GENERAL RULES OF COMPENSATION:

A. The minimum compensation to be paid to employees under this Agreement shall be twelve thousand three hundred thirty-nine (\$12,339). The County shall establish minimum salaries for each title which shall be set forth in this Agreement as an addendum or supplement as step one (1) of each range. This Agreement shall apply to only full-time employees who are employed at the signing of this Agreement.

B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses, and other financial benefits.

C. Copies of all resolutions creating and/or abolishing job positions or titles which are covered under the terms of this Agreement shall be sent to the Union following adoption by the Employer.

D. Promotion / Demotion

1). Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her salary shall be adjusted to the step on the higher range which is equal to or greater than one (1) step on his present range.

2). Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his or her salary shall be adjusted to the step on the lower range which is equal to or less than the previous step of his present range. However, no employee shall be placed on the lower range at a salary greater than Step 17.

E. An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than five (5) consecutive days or after ten (10) days in a calendar year shall be entitled to the adjustment in pay provided for in paragraph D of this Article. In no event shall the procedure of upgrading an employee's classification be used in lieu of promoting a duly qualified employee when available. In the event an employee shall work more than five (5) consecutive days, payment shall be retroactive to the first day worked in the higher paid title. In the event of more than ten (10) non-consecutive days, higher title pay shall begin on the eleventh (11th) day.

ARTICLE III SALARIES:

It is agreed that to be covered by this Agreement an employee shall have maintained continuous full-time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

A. Salary Adjustments/1992

The minimum salary for Burlington County shall be \$12,339.

1). On July 1, 1992, all employees who have at least eleven (11) months of continuous full-time employment by June 15, 1992 shall be eligible for a one step salary adjustment based upon the established Performance Evaluation System (Exhibit C) and the Burlington County Compensation Plan (Exhibit B-92). Any employee on or above Step 17 of the July base Salary adjustment 1992 Burlington County Compensation Plan shall receive his July 1, 1992 increment in a cash award.

2). On December 1, 1992, employees who have been on the payroll September 30, 1992 and have maintained continuous full-time employment through December 1, 1992 shall receive a one time two hundred dollar (\$200) payment which shall not be added to the employee's base salary. It is understood between the parties that this sum is a one time payment which shall not survive as a term and condition of employment beyond the date of such payment.

B. Salary Adjustments/1993

1). Effective January 1, 1993, all steps on the 1992 Burlington County Compensation Plan shall be increased by three and one half percent (3.5%) thus creating the 1993 Burlington County Compensation Plan.

2). On July 1, 1993, all employees who have at least eleven (11) months of continuous full-time employment by June 15, 1993 shall be eligible for a one (1) step salary adjustment based upon the established Performance Evaluation System (Exhibit C) and the Burlington County Compensation Plan (Exhibit B-93). Any employee on or above Step 17 of the 1993 Burlington County Compensation Plan shall receive his July 1, 1993 increment in a cash award.

C. Salary Adjustments/1994

1). Effective January 1, 1994, all steps on the 1993 Burlington County Compensation Plan shall be increased by three and one half percent (3.5%) thus creating the 1994 Burlington County Compensation Plan.

2). On July 1, 1994, all employees who have at least eleven (11) months of continuous full-time employment by June 15, 1994 shall be eligible for a one step salary adjustment based upon the established Performance Evaluation System (Exhibit C) and the Burlington County Compensation Plan (Exhibit B-94). Any employee on or above Step 17 of the 1994 Burlington County Compensation Plan shall receive his July 1, 1994 increment in a cash award.

ARTICLE IV ADDITIONAL COMPENSATION:

A. Shift Differential

Shift differential compensation shall be paid only to titles at Buttonwood Hospital which are receiving shift differential as of December 31, 1991, who are scheduled to work forty (40) hours per week and are required to work a complete eight (8) hour shift. Differential shall be paid for each hour worked between 3:00 PM and 7:00 AM. Employees who work beyond their normal shift shall receive shift differential in compliance with this article. The shift differential rate shall be as follows:

1). Registered Nurses, Licensed Practical Nurses and Hospital Attendants shall receive shift differential as listed below:

1992	\$1.00
1993	\$1.05
1994	\$1.10

2). All other titles currently receiving shift differential as of December 31, 1991 shall continue to receive during the terms of their employment at the shift differential rates of:

1992	\$.50
1993	\$.55
1994	\$.60

3). Registered Nurses and Licensed Practical Nurses employed at the Burlington County Detention facility shall receive shift differential in compliance with Section 1 of this Article.

Payment for shift differential shall be included in the regular bi-weekly paycheck.

B. Uniforms

Effective January 1, 1993 and each year of this contract eligible employees covered by this Agreement who are required by the County to wear special clothing and/or uniforms which are not supplied by the County shall receive an annual clothing maintenance allowance up to one hundred fifty dollars (\$150). Eligible employees shall be defined as those titles presently receiving the allowance. Registered Nurses, Licensed Practical Nurses, and Hospital Attendants shall be reimbursed for shoes.

Vouchers and appropriate documentation, including receipts approved by the Department Head shall be submitted to the Treasurer's Office by November 15 of each calendar year. Payment shall be made within a reasonable period prior to December 31 of each calendar year.

For employees assigned to the Psychiatric Unit of Buttonwood Hospital reimbursement shall be made for articles damaged or destroyed by patient contact. For employees assigned to the Environmental Section of the Health Department reimbursement shall be made for articles damaged or destroyed as a result of the performance of their unique job responsibilities. Such reimbursement not to exceed one hundred dollars (\$100) per calendar year. Employees shall submit verification of damaged property within a reasonable period of time to the Department Head for approval within the procedures as set forth by the County.

Employees who are required to wear special clothing and/or uniforms as previously determined shall be subject to disciplinary action for non-compliance.

C. Certification

Any full-time employee who was employed prior to December 31, 1985 and is required to be certified or licensed in their present position shall be granted time off in order to take the necessary test if such test is scheduled during the normal work day.

D. Tuition Reimbursement

Full-time employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Department Head to the Board.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employees final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per semester.

ARTICLE V WORK SCHEDULE:

"Working day" is defined as Monday through Friday, excluding holidays

A. All clerical employees shall work thirty five (35) hours per week. All other employees shall work forty (40) hours per

week. Clerical titles are listed with an asterik (*) in Exhibit A.

B. Notwithstanding the work schedules listed below, provisions may be made for flexible schedules for employees in various Departments of the County, subject to the approval of the Department Head and affected employees.

C. Offices and facilities shall be open to the public as determined by the County. Employees may be scheduled as follows:

1). Clerical Employees: 8:30 AM to 4:30 PM or 9:00 AM to 5:00 PM in accordance with Departmental policy.

2). Non-shift Forty (40) Hour Employees: 8:00 AM to 5:00 PM with one (1) hour lunch or 8:00 AM to 4:30 PM with a one half (1/2) hour lunch in accordance with Departmental policy.

3). Buttonwood Hospital: 7:00 AM to 3:30 PM; 3:00 PM to 11:30 PM; 11:00 PM to 7:30 AM

4). Emergency Management Service: 7:00 AM to 7:00 PM; or 7:00 PM to 7:00 AM on a permanent schedule one half (1/2) hour for meal break in accordance with Departmental policy. There will be supplemental eight (8) hour shifts initiated to cover 8:00 AM to 4:00 PM/4:00 PM to 12:00 midnight and 7:00 PM to 3:00 AM. These additional shifts will be manned on a seniority basis, one half (1/2) hour for meal break shall be taken in accordance with Departmental policy.

5). Other twenty-four (24) Hour County Facilities: 8:00 AM to 4:00 PM; 4:00 PM to 12:00 midnight; 12:00 midnight to 8:00 AM.

6). Buildings and Grounds Employees: (one half (1/2) hour lunch).

- a). Stationery Fireman: 7:00 AM to 3:30 PM
- b). Maintenance Repairers and Day Crews-8:00 AM to 4:30 PM
- c). Janitorial Night Crew: 4:00 PM to 12:00 midnight

7). Library Employees:

a). Hours of Work

1. Professionally certified librarians - forty (40) hours per week as follows:

Thirty five (35) hours per week to be scheduled for work on the Commission's premises. The additional five (5) hours per week shall be devoted to, but not limited to, duties such as professional reading, selection of materials, program planning, professional conferences and continuing education, which duties need not be furnished while present on the Commission's premises.

2. All other full-time employees thirty-five (35) hours per week.

b). The Burlington County Library Commission's headquarters shall be open to the public as follows:

1. October through May: Monday through Thursday 9:00 AM to 9:00 PM; Friday and Saturday 9:00 AM to 5:00 PM; Sunday 1:00 PM to 5:00 PM.

2. June through September: Monday through Thursday 9:00 AM to 9:00 PM; Friday 9:00 AM to 5:00 PM; Saturday 9:00 AM to 5:00 PM; Sunday 1:00 PM to 5:00 PM.

c). The hours of branch libraries shall be as determined from time to time by the Commission.

d). Employees who work the scheduled Sunday hours shall be credited with a full work day. Employees hired prior to January 1, 1982 shall not be required to work Sundays. Where there is a need for some employees to work Sundays, employees within a given classification will be given preference of schedule in accordance with their seniority.

8). Notwithstanding the schedules as listed above in this paragraph, nothing set forth herein is intended to alter or change departmental/agency schedules which exist at the execution of this agreement.

D. For the efficiency of service or the good of the public, the County may change the work schedules of employees. Prior to the changing of any work schedule the Department Head must first solicit volunteers. Should the needs of the County/Department not be met after the solicitation of volunteers, the County with notice of not less than (10) working days, assign such employees based on inverse seniority. The conditions as set forth above shall be subject to the grievance procedures. Weekly work hours shall not be increased or decreased without the prior consent of the employee representative, except in cases of emergency.

E. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned shall have their schedules arranged on a rotational basis which will insure that they have an equal number of weekends off, distributed evenly throughout the year.

F. Where there is more than one (1) work shift per day, employees within a given classification will be given preference of shifts in accordance with their seniority, except in cases of emergency.

G. During the course of the year, sick, vacation, holidays, and personal days for Communication Operators and Senior Communication Operators will be deducted at the rate of one (1) hour for each hour off.

ARTICLE VI HOLIDAYS:

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. Third Monday in January known as Martin Luther King's Birthday.
3. February 12, known as Lincoln's Birthday.
4. Holiday celebrated as the 3rd Monday in February.
5. Good Friday.
6. Last Monday in May, known as Memorial Day.
7. July 4, known as Independence Day.
8. First Monday in September, known as Labor Day.
9. Second Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. Fourth Thursday in November, known as Thanksgiving Day.
13. Friday after Thanksgiving Day.
14. December 25, known as Christmas Day.

A. Holidays which fall on Saturday shall be observed on the prior Friday, and those which fall on Sunday shall be observed on the following Monday. An employee must be in pay status the day before and the day after a holiday in order to be paid for the holiday.

B. Holidays - Emergency Management Service:

1). Holidays at the Communications Center will be scheduled off on a timely basis as near as possible to the actual holiday but not so as to jeopardize the minimum manning in the Communications Center.

2). Employees at the Communication Center who have worked a recognized holiday and who cannot be scheduled for time off within thirty (30) days of such holiday may elect to be paid for the holiday.

C. During the calendar year, employees who have previously taken a sick day before or after a holiday or the day of the holiday shall be required to provide a doctor's note for any further such absences for the remainder of the calendar year. Should the employee fail to provide the required doctor's note he shall not receive holiday pay or earn said holiday.

D. For departments which operate more than five (5) days per week, holidays need not be given to employees on the specific day on which the holiday falls. One (1) day off in lieu of the holiday will be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever is later. If the day off cannot be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever is later, the employee shall be compensated at the straight time rate for the number of hours allocated to that day off.

E. Holiday Pay

1). Employees at seven (7) days per week - eight (8) hours per day facilities scheduled to work a holiday, shall be scheduled another day off in its place unless said Holiday is Thanksgiving or Christmas Day, in which case the employee shall receive one half (1/2) day compensatory time in addition to another scheduled day off.

2). If an employee is not scheduled to work on a holiday, but is required to do so, such employee shall be compensated at the rate of one and one half (1 1/2) times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

ARTICLE VII OVERTIME:

A. General Rules

1). Overtime refers to any time worked beyond the normal work week and is to be earned only when an employee is ordered to work by the Department Head. Such orders shall be given only when unusual circumstances arise. If an employee works overtime, he shall be entitled to elect compensatory time off or pay equal to one and one half (1 1/2) times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.

2). Supervisory personnel shall be eligible for overtime only in emergency situations at the request of the Department Head and not for routine or other administrative functions.

3). No overtime shall be authorized or approved unless the individual making the application has in fact worked his/her designated position beyond their normal work week of either thirty five (35) or forty (40) hours. Sick Leave shall not be considered "time worked" except in a time of emergency or snow removal. Personal leave, Holiday and Vacation time shall be considered "time worked" if properly scheduled and approved.

4). If Compensatory time cannot be scheduled by the Department Head by December 31 of the calendar year or thirty (30) days after the date on which the overtime was worked, whichever is later, the employee shall be compensated at the overtime rate for such time. Compensatory time shall not accumulate from year to year, but previously earned compensatory time shall not be altered or affected by the terms of this Agreement.

5). If an employee elects to be compensated with overtime pay in lieu of compensatory time off, he shall immediately notify the Department Head, following the period in which overtime hours are worked.

6). Where the nature of the work requires the availability of personnel at times other than standard working hours, a call roster shall be established by the Employer (Department Head). Such roster will be prepared based on

seniority within the appropriate section of each Department. The roster shall be available at all times for review by the employee, Union or local representative. In the event that an employee shall decline to work overtime when afforded the opportunity, such employee's name shall be placed at the end of the seniority roster for purposes of future overtime. Said employee shall have only one right of refusal. When an employee is called for a job assignment only the time actually worked on the assignment need be counted as hours worked.

B. Call-In

1). Any employee called in to work shall receive a minimum of two (2) hours pay at straight time or one and one half (1 1/2) times pay for actual time worked, whichever is greater.

C. Stand-by/Beeper

1). If employees are designated to be on stand-by status, they will be required to leave a telephone number where they can be reached at all times during the period of stand-by. In consideration of stand-by status, employees shall be compensated with two (2) hours straight time pay or time off for every eight (8) hours of stand-by status. Volunteers for stand-by shall be solicited. Employees shall be eligible for stand-by status on a rotational basis in the order of seniority. In the event of insufficient volunteers, stand-by shall be mandated on the basis of inverse seniority.

2). In the event an employee other than a supervisor is required to carry a beeper, compensation at the rate of one (1) hour pay or time off shall be granted for every eight (8) hours on beeper call. Supervisors may be required to carry a beeper without any compensation.

3). For Communications, stand-by time will be for emergencies and from Friday, 4:00 PM to Sunday, 12:00 midnight. Stand-by and assignment will be on a seniority basis.

D. Emergency/Snow Removal

1). Employees who are required to work by reason of an emergency as declared by the Director of the Board of Chosen Freeholders or designee or as required for snow removal shall be paid at the rate of one and one half (1 1/2) times for all hours worked beyond forty (40) for the normal work week. During such period no employee shall work more than sixteen (16) consecutive hours. When such employee has worked sixteen (16) consecutive hours, he shall be given eight (8) hours off. If any of those eight (8) hours fall within the employee's normal work schedule, he shall be paid for such time off up to a maximum of four (4) hours pay. The employee may use accumulated compensatory time to supplement time off with pay up to a total of eight (8) hours. During such emergencies no employee shall refuse to work overtime unless he has been granted a pre-approved vacation, sick or personal day. All employees failing to work during this emergency by reason of sickness shall be required to produce a doctor's

certificate. Employee affidavits may be accepted at the supervisor's discretion.

2). Upon submission of a doctor's note stating working long periods of time would aggravate an existing condition, employees with ongoing physical limitations shall be exempted from emergency overtime requirements.

E. Meal Allowance

Employees who fulfill the requirements of paragraph D above and have worked two (2) hours beyond the normal work day shall receive the following cash allowance for meals provided the employee signs a form of receipt for such payment.

Dinner	\$7.50
Breakfast	\$4.00
Lunch	\$4.00
Midnight snack	\$3.00

In the event that someone works a double shift for whatever reason, they will be entitled to the same amount of time for meal and coffee breaks as on their regularly scheduled shifts.

F. Failure to Respond

Any employee who refuses to work overtime (1) beyond the first right of refusal, (2) during a declared emergency or (3) during snow removal procedures shall be disciplined for Neglect of Duty with such refusal noted in the employee's personnel file.

ARTICLE VIII SENIORITY/JOB POSTING:

A. Seniority is defined as an employee's total length of service with the Employer, commencing with his permanent date of appointment.

B. In the event of dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name. If permanent employee status is not affected, seniority shall be computed from the hiring date.

C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment, classification and pay rate. Such records shall be available to the Representative upon request.

D. Where openings in non-entry level positions occur, the openings will be posted on the bulletin boards, together with the basic job duties, shifts and wage rates of such jobs. Copies of all postings shall be forwarded to the Union.

Notices shall remain posted for six (6) working days before filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in

writing.

If, in management's sole discretion, a job needs to be filled and the six (6) day posting requirement inhibits timely filling of the position, the posting requirement shall be waived. The employee representative will be notified of this decision.

ARTICLE IX BENEFITS:

A. Health Benefits

Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1). Effective January 1, 1992 the Group Hospital Plan shall be BC/BS Medallion and/or Health Maintenance Organization (HMO) Benefits. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward basic coverage. Any additional costs for HMO coverage shall be the sole responsibility of the employee.

a). It is understood that, because of restricted open enrollment periods, some new employees may not be eligible to participate in HMO until the next open enrollment period. New employees will be so advised at the time of hire.

2). Effective January 1, 1993 all employees shall be covered by a comprehensive, County self-funded, medical plan to include a five dollar (\$5.00) doctor visit co-pay and a seven dollar (\$7.00) generic and a fifteen dollar (\$15.00) brand co-pay prescription plan and an optical plan. In addition, the level of benefits provided shall be equal to or better than the level of benefits provided by the Burlington County Blue Cross/Blue Shield Medallion Program effective December 31, 1992. A copy of the specific provision of this plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately.

3). During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A (2) paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein.

4). The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension

of such leave) without pay is for a period of more than ninety (90) days, the employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.

B. Dental

1). Effective January 1, 1992 the Employer shall pay for and provide a 50/50 family dental plan for preventive, diagnostic and basic benefits.

2). Effective January 1, 1994 the 50/50 family dental plan shall be upgraded to 80/20 family dental plan for preventive, diagnostic and basic benefits.

3). The family program of dental care shall include orthodontics for children only and prosthodontics. Employees eligibility shall be determined in accordance with Paragraph A. (Health Benefits)

a). The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.

b). Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per lifetime which is separate from the maximum mentioned above.

C. Prescription/Vision Care 1992 Calendar Year

1). For the 1992 calendar year full-time employees shall be eligible for prescription/vision care reimbursement not to exceed two hundred dollars (\$200). To be eligible for such reimbursement employees must be on the payroll effective September 30, 1991. It is understood that this benefit is solely limited to the 1992 calendar year and shall not be in effect for 1993, 1994 or any year thereafter unless modified by agreement of the parties.

a). The County shall reimburse each eligible employee up to the maximum for prescription/vision care for him/herself and/or family members. Such payment for expenses incurred shall be for items or services not covered by any other employee benefit program and shall not be duplicative.

b). Reimbursement shall be made to the employee once documentation has been verified by receipt on approved forms. Such documentation shall be submitted no later than December 15, 1992 to the Burlington County Treasurer's Office.

c). Payment shall be made to the employee within a reasonable period prior to January 31, 1993.

D. EYE CARE PLAN OF AMERICA

Effective January 1, 1993 employees shall be offered

participation in the Eye Care Plan of America.

E. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) coverage shall be paid by the employee through the payroll deduction plan.

F. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this Plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

G. Mileage

Employees shall be paid mileage for use of privately owned vehicles during the course of employment as listed below:

1992	\$.22
1993	\$.23
1994	\$.24

H. Absence Without Leave

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

I. Coffee Break

All employees shall receive two ten (10) minute coffee breaks, one in the morning and one in the afternoon.

ARTICLE X ANNUAL VACATION;

Full-time employees in the County service shall be entitled to the following annual vacation with pay subject to scheduling approval by the Department Head.

1). New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (1/2) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

2). After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years

12 days

after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days

Years worked as a provisional full-time employee prior to January 1, 1989 shall not be included within the computation of years of service as set forth in this paragraph.

3). Additional days based upon years of service are credited on January 1 in the calendar year of the employee's anniversary.

4). When in any calendar year the vacation, or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

5). All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro-rated basis. The amount of time earned shall be pro-rated to calculate time owed to the County should an employee leave the County service for any reason. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more vacation has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

6). Any employee who is laid off, due to a reduction in force, discharge, retired or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated in money for any earned unused vacation time.

ARTICLE XI SICK LEAVE:

Full-time employees in the County service shall be entitled to sick leave with pay in accordance with the following schedule:

1). New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (1/2) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

2). After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

3). Sick leave may be taken as credited. Although

each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at one and one-quarter (1 1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn sick leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

4). An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

5). Paid sick days shall not accrue during a leave of absence without pay.

6). Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:

a). Up to ten (10) working days of emergency attendance upon a member of his family seriously ill and requiring the presence of such employee. Family is defined as spouse, parents, children, grandparents, or anyone residing in the same household. For good cause shown this definition of family may be expanded upon request and approval of the Department Head or designee.

b). Up to five (5) working days may be requested for a death in the immediate family to include spouse, parents, parents-in-law, children, grandparents, or siblings. Upon request and approval of the Department Head, this definition may be expanded.

7). If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed.

8). If it is reasonably suspected that the employee is abusing the sick leave privilege, the Department Head may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.

9). An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave as set forth above shall notify his immediate supervisor, by telephone or personal message, prior to the normal starting time, or he shall suffer loss of pay.

10). Sick days may accumulate.

11). Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Department Head who may approve such request based upon merit.

12). An employee shall not be reimbursed for accumulated sick leave when leaving the County service except for retirement, as provided for in Article XVII.

ARTICLE XII SICK LEAVE/PREGNANCY DISABILITY:

A. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Department Head may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

B. An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Plan.

ARTICLE XIII MILITARY LEAVE:

The existing statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

ARTICLE XIV JURY DUTY:

If an employee is called to serve on a jury, the time will not be deducted from his vacation time if his jury check is turned over to the County Treasurer's Office for the number of days absent from his employ. This time must be reported on the daily report forms.

ARTICLE XV SPECIAL LEAVE OF ABSENCE:

A permanent full-time employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study that will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority and the Board be granted special leave of absence

without pay for a period not exceeding six (6) months. With the approval of the appointing authority and the Board such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why in his opinion the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

ARTICLE XVI PERSONAL LEAVE:

A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

B. An employee shall give no less than twenty-four (24) hours advance notice of his intent to take a personal leave day. Such intent shall not be denied unless that leave would substantially interfere with the proper functioning of the Department.

C. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time.

D. Deductions for overdrawn personal leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

ARTICLE XVII RETIREMENT:

A. Each employee who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

1). The amount of the supplemental compensation payment shall be computed at the rate of one half (1/2) of eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000) in 1992, fifteen thousand dollars (\$15,000) in 1993 and fifteen thousand dollars (\$15,000) in 1994.

2). Payment shall be made in January next following the date of retirement provided the employee has given his Department Head written notice of retirement at least six (6) months prior to date thereof. Failure to give such notice shall result in a delay of payment to the second January next following the day of retirement. In emergent or unusual circumstances, such notice may be waived.

B. For the calendar year 1992, employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be eligible to have his/her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the County. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverages for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

C. Effective January 1, 1993 all employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be covered by a comprehensive, County self-funded, medical plan subject to the provisions of Article IX, Benefits paragraph A (2).

Prior to being eligible for the benefits as listed in paragraphs B and C, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B.

D. The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

ARTICLE XVIII PERSONNEL FILE:

A. All employees shall have the right to see all documents in their personnel file.

B. An employee shall be permitted to have a copy of any documents in his/her file.

C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.

D. Employees shall have the right to respond in writing to anything placed in their file.

E. Employees may request of the Department Head that records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature. A Department Head's refusal to remove said documents shall not be subject to the formal grievance procedure.

ARTICLE XIX WORKER'S COMPENSATION, SAFETY & HEALTH:

A. When an employee is injured on duty, he shall notify his Department Head immediately so that a Departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability. If it is determined by the Employer that the injury is work related, the employee shall then be entitled to Worker's Compensation.

If he is on leave of absence without pay, he shall be entitled to his Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary to reflect the employee's entitlement to Workers' Compensation benefits with the balance of his salary, if any, to be paid by County payroll check.

If accumulated time is completely used up before Worker's Compensation benefits terminate, the employee shall thereafter receive only his Workers' Compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workmen's Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his return to work.

B. The Employer shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two (2) years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

C. The Employer and Representative shall each designate a safety committee member from each complex to include: Westampton Complex, Hainesport Complex, Institutions at Pemberton, and Non-judicial employees in the main County Complex. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions during working hours with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

D. Pregnant VDT operators who are requested to operate a VDT for five (5) hours or more per day shall be given the

opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

ARTICLE XX EQUAL TREATMENT:

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

ARTICLE XXI MANAGEMENT RIGHTS:

A. The Employer retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated personnel:

- 1). To direct all operations of the County.
- 2). To direct all employees of the County.
- 3). To hire, promote, transfer, assign and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees.
- 4). To maintain the efficiency of the government operations entrusted to it.
- 5). To determine the methods, means, and personnel by which such operations are to be conducted.
- 6). To determine the number and kind of job classifications, titles and positions.
- 7). To contract and/or sub-contract work including but not limited to professional and other specialized services.
- 8). To take whatever action may be necessary to comply with State and Federal Law and Regulations.

B. It is the intention of the parties hereto that all matters affecting the wages, hours, and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this Agreement, remain within the discretion of the Employer until the expiration of this Agreement.

ARTICLE XXII RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE:

A. Designated agents of the Representative shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Representative activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Representative and the Employer.

B. The Union shall be granted an aggregate of fifty (50) paid and fifty (50) unpaid days leave time per annum to attend to Union business. However, in no event shall an employee be granted an aggregate to exceed ten (10) days per annum whether paid or unpaid except upon approval of the Board of Chosen Freeholders. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) weeks written notice. If less than two (2) weeks written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

C. The Union will continue to have the right to place items on existing employee bulletin boards. Materials found posted on areas other than bulletin boards shall be removed.

D. Union stewards shall be the last to be involuntarily transferred from one work location to another or from one shift to another so long as it does not conflict with any State or Federal Rules, Regulations, or Laws.

E. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the County and its offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate County official of his/her presence.

F. Upon reasonable notice and approval of the appropriate County Official the Union may hold meetings on County premises during the lunch hour.

G. The Union may distribute literature to members of the Bargaining Unit on County premises, so long as it is not disruptive of County business.

H. The use of the County mail delivery service shall be limited to those offices which currently occupy or which may occupy in the future a County owned or leased facility.

I. Credit Union.

1). Eligibility

Effective at the signing of this contract, all members of CWA Local 1044 shall be eligible to participate in a credit union sponsored and approved by CWA Local 1044 subject to all terms and conditions established by CWA Local 1044 for such

participation. Nothing herein shall be deemed to require any employee to become a participant in said credit union.

2). Amount of Deduction:

CWA Local 1044 will notify the Employer in writing as to the authorized credit union and procedure for deduction. Such deduction shall be made after written approval has been received from the employee.

3). Deduction and Transmission of Fee:

Deductions shall be made by the County within a reasonable time and in accordance with the procedures as set forth and authorized by the Credit Union, CWA Local 1044 and the employee.

4). County Held Harmless:

CWA Local 1044 hereby agrees that it will indemnify and hold Burlington County and the Burlington Board of Chosen Freeholders, Library Commission and Mosquito Commission harmless from any claims, actions or proceedings brought by an employee in the negotiating unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to CWA Local 1044 or any employee for any retroactive or past due credit union deduction for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from credit union deductions.

5). Legal Requirements:

Provisions in this clause are further conditioned upon all other requirements of federal and state laws and regulations.

ARTICLE XXIII UNION DUES:

A. The Employer agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C., 20001-2797, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.

B. The CWA agrees to indemnify and hold the County harmless against any, and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts

of Employer or its agent or servants.

1). Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2). The County will immediately supply the Union a copy of any request to halt dues.

3). If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice prior to the effective date of such change, and shall furnish the County a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

ARTICLE XXIV AGENCY SHOP:

1. Purposes of Fee

Beginning thirty (30) days after Agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. Amount of Fees

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified

as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Burlington County Board of Chosen Freeholders. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

5. County Held Harmless

The Union hereby agrees that it will indemnify and hold Burlington County and the Burlington Board of Chosen Freeholders, Library Commission and Mosquito Commission harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

7. Enrollment

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than sixty percent (60%) of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through December 31, 1992 after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

ARTICLE XXV GRIEVANCE PROCEDURE:

A. Definition

"Grievance" is:

1). A claimed breach, misinterpretation or improper application of the terms of this Agreement, or

2). A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Department, to include minor disciplinary actions. Counselings shall not be grievable.

"Working Day" is defined as: Monday through Friday, excluding Holidays.

B. Any grievance or dispute which arises between an employee and Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

C. Procedures*

Within ten (10) days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence a employee with a potential grievance must orally present and discuss his/her complaint with their immediate supervisor on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

STEP 1:

A grievance must be filed initially within fifteen (15) working days from the date or any date on which the act which is the subject of the grievance occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his/her

grievance in writing on forms approved by each party and submit same to the Department Head who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance. The decision of the Department Head shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Clerk/Administrator of the Board of Freeholders within said ten (10) working day period.

STEP 2:

Upon receipt of an adverse determination by the Department Head, the grievant or Union representative shall have a period of ten (10) days to appeal such determination to the Clerk/Administrator of the Board or designee who shall schedule, hear and determine the grievance within fifteen (15) working days after receiving it. The Clerk/Administrator or designee shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant, the Union representative and the members of the Board of Chosen Freeholders within said fifteen (15) working day period.

STEP 3:

Upon receipt of an adverse determination of the Clerk/Administrator or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission.

D. General Rules

1). A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

2). Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC or Department of Personnel.

3). At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.

4). If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

5). A group or class grievance may be filed by a

member of the affected group or class, or by a representative of the Union, however, any such grievance shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.

6). Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.

7). If a grievant accepts a resolution that is not in conflict with this Agreement it shall be final and binding upon the parties.

8). A grievance settlement at Steps 1-2 shall not be precedent setting, however, they may be introduced as evidence in arbitration.

*Variations to Grievance Procedures are shown as Exhibit D.

E. Discipline

1). Discipline and discharge shall only be for just cause.

2). Discipline shall be progressive in nature and corrective in intent.

3). The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the Employer.

4). Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2.

5). No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.

6). Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday.

7). Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action.

At the time the Department Head issues an approved notice of major disciplinary action including termination, to a provisional employee with more than four (4) months of service, the Department Head shall provide the employee a review of the action, if the employee desires such a review, and said review is requested by the Union, within five (5) days of issuance of the discipline.

Such review will be conducted by the Department Head within five (5) working days of the request. The employee may choose to be represented by the Union, present witnesses or other relevant

evidence related to his or her discipline.

The Union shall retain the right to proceed directly to arbitration for any major discipline or termination of a provisional employee.

Unless there is an imminent threat to health or safety, such notice of all major discipline including termination shall become effective five (5) days from issuance to the provisional employee.

ARTICLE XXVI NO STRIKES:

For the duration of this Agreement, the representative, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work at any of the operations of the Employer. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement.

ARTICLE XXVII EFFECTIVE DATES OF AGREEMENT:

A. Duration and Effect

This Agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through December 31, 1994. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as being retroactive all terms and provisions of this Agreement are not retroactive to January 1, 1992, and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

B. Renewal

This Agreement shall automatically renew itself on January 1, 1995 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

ARTICLE XXVIII SAVING CLAUSE:

In the event any Article, Section or Portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, Section or Portion thereof.

ARTICLE XXIX COMPLETE AGREEMENT:

The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President, respectively, attested by their Clerk and Secretaries, respectively, and their seals to be hereto affixed this 29th day of January, 1993.

**BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON**

Francis L. Bodine
Francis L. Bodine
Director

Frederick F. Galdo
Frederick F. Galdo
Clerk/Administrator

**BURLINGTON COUNTY LIBRARY
COMMISSION**

Martha B. Darlington
Martha Darlington, Chairperson

**BURLINGTON COUNTY MOSQUITO
COMMISSION**

William Harris
William Harris, President

**COMMUNICATION WORKERS OF
AMERICA**

Calvin W. Money
Calvin Money
National Representative

John Lazzarotti
John Lazzarotti
President

**BARGAINING COMMITTEE
MEMBERS**

David F. Cossey
David Cossey

Annaliese Adams
Annaliese Adams

Nona Loehr
Nona Loehr

BARGAINING COMMITTEE
MEMBERS (CWA LOCAL 1044)

Ray Engle

Richelle Lucas

Sondra McGee

Kathleen Chort

Pauline William

Bryan Allison

EXHIBIT A

<u>TITLE</u>	<u>RANGE</u>
ACCOUNT CLERK	04 *
ACCOUNT CLERK-TYPING "	04 *
ACCOUNTING ASSISTANT	13
ADMITTING CLERK	05
ALCOHOLISM COUNSELOR	11
ALCOHOLISM COUNSELOR TRAINEE	07
ANALYST GRANT APPLICATIONS	21
ANIMAL ATTENDANT	06
ARMORER	10
ART THERAPIST	18
ASSISTANT ADMINISTRATIVE ANALYST	13
ASSISTANT COUNTY SUPT OF WEIGHT/MEAS	10
ASSISTANT ENGINEER	31
ASSISTANT ENGINEER CIVIL	31
ASSISTANT FOOD SERVICE MANAGER	18
ASSISTANT HEAD NURSE	29
ASSISTANT LIBRARIAN	22
ASSISTANT MANAGER MOBILE MEALS PGRM	13
ASSISTANT NUTRITION PROGRAM COORD.	16
ASSISTANT SUPERVISOR ROADS	16
ASSISTANT SUPERVISING BRIDGE REPAIRER	16
ASSISTANT SUPERVISOR OF NURSES	33
ASSISTANT SUPERVISOR TRAFFIC MAINT.	19
AUDIO-VISUAL REPAIRER	08
BIOLOGIST MEC	18
BOILER OPERATOR	11
BRIDGE OPERATOR	05
BRIDGE REPAIRER	11
BUILDING MAINTENANCE WORKER	03
BUILDING SERVICE WORKER	03
BUYER	16
CARPENTER	10
CHAUFFEUR	07
CHIEF FIRE INSTRUCTOR	16
CHIEF POLICE INSTRUCTOR	16
CLERK	02 *
CLERK BI-LINGUAL	03 *
CLERK RECEPTIONIST	03 *
CLERK STENOGRAPHER	06 *
CLERK TRANSCRIBER	05 *
CLERK TYPIST	04 *
COMMUNICATIONS OPERATOR	16
COMMUNICATIONS OPERATOR/TRAINING	10
COMPUTER SERVICE TECHNICIAN	24
COMPUTER SERVICE TECHNICIAN TRAINEE	16
COMPUTER OPERATOR	11
COMPUTER OPERATOR TRAINEE	05
COOK	11
COORDINATOR LIBRARY (AUTOMATION SERVICES)	31
COORDINATOR RECYCLING PROGRAM	27

<u>TITLE</u>	<u>RANGE</u>
COST ESTIMATOR PROPERTY IMPROVEMENT	07
COUNSELOR	21
COUNSELOR-PENAL INSTITUTION	21
DATA CONTROL CLERK	05 *
DATA CONTROL CLERK/TRANSCRIBER	08 *
DATA CONTROL CLERK-TYPING	05 *
DATA PROCESSING PROGRAMMER	24
DATA PROCESSING PROGRAMMER TRAINEE	16
DATA PROCESSING SYSTEMS PROGRAMMER	30
DATA PROCESSING TECHNICIAN	16
DELIVERY WORKER	05
DENTAL HEALTH CONSULTANT	22
DEPUTY WORK RELEASE ADMINISTRATOR	10
DIETICIAN	22
DOCKET CLERK	04 *
EMPLOYABILITY SPECIALIST	13
ENGINEERING AIDE	10
ENTOMOLOGIST-MEC	21
ENVIRONMENTAL HEALTH TECHNICIAN	08
ENVIRONMENTAL SPECIALIST	21
EQUIPMENT OPERATOR	14
EQUIPMENT OPERATOR MEC	14
EXHIBIT ARTIST	09
FIELD REPRESENTATIVE - DISEASE CONTROL	15
FIELD REPRESENTATIVE TAXATION	15
FILE CLERK	02
FIRE PROTECTION INSPECTOR	29
FOOD SERVICE MANAGER	19
FOOD SERVICE WORKER	03
FORENSIC CHEMIST	22
GARAGE ATTENDANT	03
GRADUATE NURSE	16
HEAD COOK	21
HEAD NURSE	32
HEALTH AIDE BILINGUAL	04 *
HEATING & AIR CONDITIONING MECHANIC	16
HEAVY EQUIPMENT OPERATOR	15
HEAVY EQUIPMENT OPERATOR-MEC	15
HOSPITAL ATTENDANT	04
HOSPITAL ATTENDANT (CERTIFIED)	09
HOSPITAL UTILIZATION REVIEW COORD.	33
HOUSING INSPECTOR	13
HOUSING ASSISTANCE TECHNICIAN	13
INDEX CLERK	03 *
INDEX CLERK TYPIST	04 *
INSPECTOR TRAINEE MEC	08
INSPECTOR-MEC	11
INSTRUCTOR IN SERVICE NURSING	33
INTAKE RECRUITER JTPA	08
INVESTIGATOR CONSUMER PROTECTION	10
JOB DEVELOPER	13
JUVENILE DETENTION OFFICER	10
JUVENILE DETENTION OFFICER (CERTIFIED)	16
LABORATORY TECHNICIAN	13
LABORATORY TECHNICIAN WATER ANALYSIS	13
LABORER	08

<u>TITLE</u>	<u>RANGE</u>
LAUNDRY MANAGER	13
LAUNDRY WORKER	04
LIBRARIAN	22
LIBRARY ASSISTANT TYPING	04 *
LIBRARY CLERK DRIVER	07
LIBRARY INTERN	11
LIBRARY TRAINEE	11
LOAN ADVISOR	19
MAIL CLERK	03
MAINTENANCE REPAIRER	10
MAINTENANCE REPAIRER MEC	10
MANAGEMENT SPECIALIST/SUPERVISING LIBRARY ASSISTANT	28
MARSH SPECIALIST-MEC	13
MASON	10
MECHANIC	14
MECHANIC DIESEL MEC	18
MECHANIC-DIESEL	18
MEDICAL RECORD CLERK	03 *
MEDICAL RECORD CLERK TYPING	04 *
MENTAL HEALTH WORKER	21
MICROFILM MACHINE OPERATOR	04 *
MICROFILM SYSTEMS SUPERVISOR	11
NARCOTIC CLINIC AIDE	09
NARCOTICS CLINIC SUPERVISOR	14
NARCOTICS COORDINATOR	19
NURSE COORD. PSYCHIATRIC THERAPY	20
OCCUPATIONAL THERAPIST	26
OFFSET MACHINE OPERATOR	05
PAINTER	10
PHYSICAL THERAPY AIDE	04
PHYSICAL THERAPY AIDE (CERTIFIED)	09
PILOT & AIRCRAFT MECHANIC, INSECT EXTERMINATION	25
PLANNER	23
PLANNER LAND USE	23
PLANNER, SOLID WASTE MANAGEMENT	23
PLANNING AIDE (SOLID WASTE)	15
PLUMBER	10
POLICE INSTRUCTOR	15
PRACTICAL NURSE	19
PRINCIPAL ACCOUNT CLERK	09 *
PRINCIPAL ACCOUNT CLERK TYPING	09 *
PRINCIPAL CLERK	07 *
PRINCIPAL CLERK BI-LINGUAL	10 *
PRINCIPAL CLERK STENOGRAPHER	10 *
PRINCIPAL CLERK TRANSCRIBER	10 *
PRINCIPAL CLERK TYPIST	09 *
PRINCIPAL DATA CONTROL CLERK	10 *
PRINCIPAL DATA CONTROL CLERK TYPING	11 *
PRINCIPAL DATA ENTRY MACHINE OPER.	10 *
PRINCIPAL DOCKET CLERK	09 *
PRINCIPAL ENGINEERING AIDE	22
PRINCIPAL ENGINEERING DRAFTSMAN/ TRAFFIC ANALYST	26

<u>TITLE</u>	<u>RANGE</u>
PRINCIPAL ENVIRONMENTAL SPECIALIST	30
PRINCIPAL INDEX CLERK	09 *
PRINCIPAL LIBRARIAN	28
PRINCIPAL LIBRARY ASSISTANT TYPING	08 *
PRINCIPAL MEDICAL RECORDS CLERK TYPING	13 *
PRINCIPAL MICROFILM MACHINE OPER.	09 *
PRINCIPAL OFFSET MACHINE OPERATOR	16
PRINCIPAL PLANNER LAND USE	27
PRINCIPAL PLANNER SOLID WASTE MANAGEMENT	27
PRINCIPAL SANITARY INSPECTOR	30
PRINCIPAL TAX CLERK	10 *
PROJECT DIRECTOR NUTRITION PRJCT.	16
PROGRAM ANALYST	13
PROGRAM COORDINATOR WIC/PUBLIC HEALTH NUTRITION	26
PROGRAM COORDINATOR, SPECIAL EVENTS	08
PROGRAM SPECIALIST ALCOHOL ABUSE ACTIVITIES	11
PSYCHIATRIC SOCIAL WORKER	26
PSYCHIATRIC TECHNICIAN	08
PUBLIC HEALTH INVESTIGATOR	13
PUBLIC HEALTH LABORATORY TECHNICIAN	10
PUBLIC HEALTH NUTRITIONIST	19
PUBLIC WORKS INSPECTOR	24
QUALITY ASSURANCE COORDINATOR HEALTH FACILITY	33
RABIES CONTROL OFFICER	05
RADIO DISPATCHER	04
RECEPTIONIST/TYPIST	04 *
RECEPTIONIST/TELEPHONE OPERATOR	03 *
RECEPTIONIST/TELEPHONE OPERATOR- TYPING	04 *
RECEPTIONIST/CLERK	03 *
RECORDS MANAGER	16
RECREATION AIDE	06
RECREATION THERAPIST	09
RESEARCH AIDE	11
RESEARCH ANALYST	21
RESEARCH ASSISTANT	21
ROAD INSPECTOR	14
SANITARY INSPECTOR	22
SANITARY INSPECTOR TRAINEE	15
SEAMSTRESS	03
SECURITY GUARD	03
SENIOR ACCOUNT CLERK	07 *
SENIOR ACCOUNT CLERK TYPING	07 *
SENIOR ALCOHOLISM COUNSELOR	14
SENIOR ANIMAL ATTENDANT	10
SENIOR BUILDING MAINTENANCE WORKER	08
SENIOR BUILDING SERVICE WORKER	08
SENIOR CITIZEN PROGRAM AIDE	03

<u>TITLE</u>	<u>RANGE</u>
SENIOR CLERK	04 *
SENIOR CLERK BI-LINGUAL	05 *
SENIOR CLERK STENOGRAPHER	08 *
SENIOR CLERK TRANSCRIBER	08 *
SENIOR CLERK TYPIST	07 *
SENIOR COMMUNICATION OPERATOR	24
SENIOR COMPUTER OPERATOR	16
SENIOR COOK	13
SENIOR COST ESTIMATOR PROPERTY IMPROVEMENT	19
SENIOR COUNSELOR, PENAL INSTITUTIONS	19
SENIOR DATA CONTROL CLERK/TYPING	09 *
SENIOR DATA CONTROL CLERK TRANSCRIBER	10 *
SENIOR DATA ENTRY MACHINE OPERATOR	07 *
SENIOR DATA PROCESSING PROGRAMMER	30
SENIOR DATA PROCESSING SYSTEMS PROGRAMMER	35
SENIOR DOCKET CLERK	07 *
SENIOR EMPLOYABILITY SPECIALIST	22
SENIOR ENGINEER	34
SENIOR ENGINEERING AIDE	12
SENIOR ENVIRONMENTAL SPECIALIST	26
SENIOR FIELD REPRESENTATIVE DISEASE CONTROL	22
SENIOR FOOD SERVICE WORKER	08
SENIOR FORENSIC CHEMIST	26
SENIOR GARAGE ATTENDANT	06
SENIOR HOSPITAL ATTENDANT (CERTIFIED)	11
SENIOR HOSPITAL ATTENDANT	07
SENIOR HOUSEKEEPER	08
SENIOR HOUSING ASSISTANT TECHNICIAN	16
SENIOR HOUSING INSPECTOR	18
SENIOR INDEX CLERK	05 *
SENIOR INSPECTOR MEC	15
SENIOR INTAKE RECRUITER/JTPA	13
SENIOR INVESTIGATOR CONSUMER PROTECTION	16
SENIOR JOB DEVELOPER	22
SENIOR JUVENILE DETENTION OFFICER	15
SENIOR JUVENILE DETENTION OFFICER (CERTIFIED)	19
SENIOR LEASED HOUSING SPECIALIST	16
SENIOR LIBRARIAN	25
SENIOR LIBRARY ARTIST EXHIBIT	13
SENIOR LIBRARY ASSISTANT TYPING	06 *
SENIOR LIBRARY CLERK DRIVER	08
SENIOR MAIL CLERK	05
SENIOR MAINTENANCE REPAIRER	12
SENIOR MEDICAL RECORDS CLERK TYPING	05 *
SENIOR MICROFILM MACHINE OPER.	07 *
SENIOR OFFSET MACHINE OPERATOR	10
SENIOR PLANNER	27
SENIOR PRACTICAL NURSE	21
SENIOR PUBLIC HEALTH LABORATORY TECHNICIAN	17
SENIOR RECREATION THERAPIST	11
SENIOR ROAD INSPECTOR	18

<u>TITLE</u>	<u>RANGE</u>
SENIOR SANITARY INSPECTOR	26
SENIOR SECURITY GUARD	05
SENIOR SITE MANAGER	08
SENIOR STATIONARY ENGINEER	16
SENIOR STOREKEEPER	10
SENIOR TELEPHONE OPERATOR	07 *
SENIOR TELEPHONE OPERATOR TYPING	07 *
SENIOR TELEPHONE OPERATOR RECEPTIONIST	07 *
SENIOR TRAFFIC MAINTENANCE WORKER	12
SENIOR TRAFFIC SIGNAL ELECTRICIAN	18
SENIOR WEIGHMASTER	19
SIGN DESIGNER PROCESSOR LETTERER	11
SITE MANAGER NUTRITION PROJECT	05
SOCIAL WORKER INSTITUTIONS	21
STATIONARY ENGINEER	14
STOCK HANDLER	05
STOREKEEPER	07
SUPERVISING ACCOUNT CLERK	13 *
SUPERVISING ACCOUNT CLERK TYPING	13 *
SUPERVISING ALCOHOLISM COUNSELOR	18
SUPERVISING ANIMAL ATTENDANT	18
SUPERVISING CLERK	11 *
SUPERVISING CLERK STENOGRAPHER	14 *
SUPERVISING CLERK TRANSCRIBER	12 *
SUPERVISING CLERK TYPING	11 *
SUPERVISING DATA CONTROL CLERK	12 *
SUPERVISING DOCKET CLERK	13 *
SUPERVISING GROUNDSKEEPER	15
SUPERVISING HEATING & AIR CONDITIONING MECHANIC	22
SUPERVISING INDEX CLERK	11 *
SUPERVISING JUVENILE DETENTION OFFICER	20
SUPERVISING JUVENILE DETENTION OFFICER (CERTIFIED)	23
SUPERVISING LIBRARIAN	30
SUPERVISING LIBRARY ASSISTANT TYPING	11 *
SUPERVISING MAINTENANCE REPAIRER	20
SUPERVISING MECHANIC	22
SUPERVISING ROAD INSPECTOR	26
SUPERVISING TELEPHONE OPERATOR	10 *
SUPERVISOR CENTRAL MAILING ROOM	09
SUPERVISOR OF LABORATORIES (CLINICAL & WATER ANALYSIS)	22
SUPERVISOR TRAFFIC MAINTENANCE	19
SYSTEMS ANALYST	35
SYSTEMS ANALYST/SUPERV. LIBRARIAN	31
TEACHER	21
TEACHER JUVENILE DETENTION CENTER	21

<u>TITLE</u>	<u>RANGE</u>
TECHNICAL ASSISTANT LAND USE	27
TELEPHONE OPERATOR	03 *
TELEPHONE OPERATOR TYPING	04 *
TRAFFIC MAINTENANCE SUPERVISOR	22
TRAFFIC MAINTENANCE WORKER	08
TRAFFIC SIGNAL ELECTRICIAN	14
TRAINEE WEIGHTS & MEASURES	04
TRAINING OFFICER, LAW ENFORCEMENT	15
TRUCK DRIVER	11
WARD CLERK	02 *
WARD-CLERK TYPING	04 *
WATCHMAN	04
WEIGHMASTER	16
WELDER	10
WORK RELEASE ADMINISTRATOR	21
YARD WORKER	08
YOUTH GROUP WORKER	21

NOTE:

All positions are considered forty (40) hours per week except those indicated by an asterik (*), which are thirty-five (35) hours per week.

1992 COUNTY OF BURLINGTON SALARIES

R	A	N	G	E	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
2	504	12339	12843	13347	13851	14355	14859	15362	15866	16370	16874	17378	17882	18386	18890	19394	19898	20402				
3	532	12901	13433	13965	14497	15029	15561	16093	16625	17157	17689	18221	18753	19285	19817	20349	20881	21413				
4	560	13462	14023	14583	15143	15703	16263	16823	17383	17943	18503	19064	19624	20184	20744	21304	21864	22424				
5	588	14024	14612	15201	15789	16377	16965	17553	18142	18730	19318	19906	20495	21083	21671	22259	22847	23436				
6	616	14586	15202	15819	16435	17051	17667	18284	18900	19516	20133	20749	21365	21982	22598	23214	23831	24447				
7	644	15148	15792	16437	17081	17725	18370	19014	19659	20303	20947	21592	22236	22880	23525	24169	24814	25458				
8	672	15710	16382	17055	17727	18400	19072	19744	20417	21089	21762	22434	23107	23779	24452	25124	25797	26469				
9	701	16271	16972	17673	18373	19074	19774	20475	21175	21876	22577	23277	23978	24678	25379	26079	26780	27481				
10	729	16833	17562	18291	19019	19748	20477	21205	21934	22662	23391	24120	24848	25577	26306	27034	27763	28492				
11	757	17395	18152	18909	19665	20422	21179	21935	22692	23449	24206	24963	25719	26476	27233	27990	28746	29503				
12	785	17957	18742	19526	20311	21096	21881	22666	23451	24236	25022	25807	26592	27377	28162	28947	29732	30517				
13	813	18519	19332	20144	20957	21770	22583	23396	24209	25022	25835	26648	27461	28274	29087	29900	30713	31525				
14	841	19080	19921	20762	21603	22444	23285	24127	24968	25809	26650	27491	28332	29173	30014	30855	31696	32537				
15	869	19642	20511	21380	22250	23119	23988	24857	25726	26595	27464	28333	29202	30071	30941	31810	32679	33548				
16	897	20204	21101	21998	22896	23793	24690	25587	26484	27382	28279	29176	30073	30970	31868	32765	33662	34559				
17	925	20766	21691	22616	23542	24467	25392	26318	27243	28168	29093	30019	30944	31869	32795	33720	34645	35570				
18	953	21328	22281	23234	24188	25141	26095	27048	28001	28955	29908	30861	31815	32768	33722	34675	35628	36582				
19	981	21889	22871	23852	24834	25815	26797	27778	28760	29741	30723	31704	32686	33667	34649	35630	36611	37593				
20	1010	22451	23461	24470	25480	26489	27499	28509	29518	30528	31537	32547	33556	34566	35575	36585	37595	38604				
21	1038	23013	24051	25088	26126	27164	28201	29239	30277	31314	32352	33390	34427	35465	36502	37540	38578	39615				
22	1066	23575	24641	25706	26772	27838	28903	29969	31035	32101	33166	34232	35298	36364	37429	38495	39561	40627				
23	1094	24137	25230	26324	27418	28512	29606	30700	31793	32887	33981	35075	36169	37263	38356	39450	40544	41638				
24	1122	24698	25820	26942	28064	29186	30308	31430	32552	33674	34796	35918	37040	38161	39283	40405	41527	42649				
25	1150	25260	26410	27560	28710	29860	31010	32160	33310	34460	35610	36760	37910	39060	40210	41360	42510	43660				
26	1178	25822	27000	28178	29356	30534	31713	32891	34069	35247	36425	37603	38781	39959	41137	42315	43493	44672				
27	1223	26721	27944	29167	30390	31613	32836	34059	35282	36505	37728	38951	40174	41397	42620	43843	45067	46290				
28	1268	27620	28888	30156	31424	32692	33960	35228	36496	37764	39032	40300	41568	42836	44104	45372	46640	47908				
29	1313	28519	29832	31145	32457	33770	35083	36396	37709	39022	40335	41648	42961	44274	45587	46900	48213	49526				
30	1358	29418	30775	32133	33491	34849	36207	37565	38923	40281	41638	42996	44354	45712	47070	48428	49786	51144				
31	1403	30316	31719	33122	34525	35928	37331	38733	40136	41539	42942	44345	45747	47150	48553	49956	51359	52762				
32	1448	31215	32663	34111	35559	37006	38454	39902	41350	42797	44245	45693	47141	48588	50036	51484	52932	54380				
33	1493	32114	33607	35100	36592	38085	39578	41070	42563	44056	45549	47041	48534	50027	51519	53012	54505	55997				
34	1538	33013	34551	36088	37626	39164	40701	42239	43777	45314	46852	48390	49927	51465	53003	54540	56078	57615				
35	1583	33912	35495	37077	38660	40242	41825	43407	44990	46573	48155	49738	51320	52903	54486	56068	57651	59233				

1993 COUNTY OF BURLINGTON SALARIES

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
R																		
A																		
N																		
G	STEPS																	
E	INCR																	
2	522	12771	13292	13814	14335	14857	15379	15900	16422	16943	17465	17986	18508	19030	19551	20073	20594	21116
3	551	13352	13903	14453	15004	15555	16105	16656	17207	17757	18308	18859	19409	19960	20511	21061	21612	22163
4	580	13934	14513	15093	15673	16252	16832	17412	17992	18571	19151	19731	20311	20890	21470	22050	22629	23209
5	609	14515	15124	15733	16341	16950	17559	18168	18777	19385	19994	20603	21212	21821	22429	23038	23647	24256
6	638	15097	15734	16372	17010	17648	18286	18924	19562	20199	20837	21475	22113	22751	23389	24027	24665	25302
7	667	15678	16345	17012	17679	18346	19013	19680	20347	21014	21680	22347	23014	23681	24348	25015	25682	26349
8	696	16259	16955	17651	18347	19044	19740	20436	21132	21828	22524	23220	23916	24612	25308	26004	26700	27396
9	725	16841	17566	18291	19016	19741	20466	21191	21917	22642	23367	24092	24817	25542	26267	26992	27717	28442
10	754	17422	18177	18931	19685	20439	21193	21947	22702	23456	24210	24964	25718	26472	27226	27981	28735	29489
11	783	18004	18787	19571	20354	21137	21920	22703	23486	24270	25053	25836	26619	27403	28186	28969	29752	30536
12	812	18585	19396	20210	21022	21835	22647	23459	24271	25084	25896	26708	27521	28333	29145	29958	30770	31582
13	841	19167	20008	20850	21691	22532	23374	24215	25056	25898	26739	27581	28422	29263	30105	30946	31787	32629
14	870	19748	20619	21489	22360	23230	24100	24971	25841	26712	27582	28453	29323	30194	31064	31935	32805	33676
15	900	20330	21229	22129	23028	23928	24827	25727	26626	27526	28425	29325	30224	31124	32024	32924	33823	34722
16	929	20911	21840	22768	23697	24626	25554	26483	27411	28340	29269	30197	31126	32054	32983	33912	34840	35769
17	958	21493	22450	23408	24366	25323	26281	27239	28196	29154	30112	31069	32027	32985	33942	34900	35858	36815
18	987	22074	23061	24048	25034	26021	27008	27995	28981	29968	30955	31942	32928	33915	34902	35889	36875	37862
19	1016	22656	23671	24687	25703	26719	27735	28750	29766	30782	31798	32814	33830	34845	35861	36877	37893	38909
20	1045	23237	24282	25327	26372	27417	28461	29506	30551	31596	32641	33686	34731	35776	36821	37866	38910	39955
21	1074	23818	24892	25966	27040	28114	29188	30262	31336	32410	33484	34559	35632	36706	37780	38854	39928	41002
22	1103	24400	25503	26606	27709	28812	29915	31018	32121	33224	34327	35430	36533	37636	38739	39842	40946	42049
23	1132	24981	26113	27246	28378	29510	30642	31774	32906	34038	35170	36303	37435	38567	39699	40831	41963	43095
24	1161	25563	26724	27885	29046	30208	31369	32530	33691	34852	36014	37175	38336	39497	40658	41819	42981	44142
25	1190	26144	27335	28525	29715	30905	32096	33286	34476	35666	36857	38047	39237	40427	41618	42808	43998	45188
26	1219	26726	27945	29164	30384	31603	32823	34042	35261	36480	37700	38919	40138	41358	42577	43796	45016	46235
27	1266	27656	28922	30188	31454	32720	33985	35251	36517	37783	39049	40315	41580	42846	44112	45378	46644	47910
28	1312	28586	29899	31211	32524	33836	35148	36461	37773	39085	40398	41710	43022	44335	45647	46960	48272	49584
29	1359	29517	30876	32235	33593	34952	36311	37670	39029	40388	41747	43106	44465	45823	47182	48541	49900	51259
30	1405	30447	31853	33258	34663	36069	37474	38880	40285	41690	43096	44501	45907	47312	48717	50123	51528	52934
31	1452	31377	32829	34281	35733	37185	38637	40089	41541	42993	44445	45897	47349	48800	50252	51704	53156	54608
32	1498	32308	33806	35305	36803	38302	39800	41298	42797	44295	45794	47292	48791	50289	51787	53286	54784	56283
33	1545	33238	34783	36328	37873	39418	40963	42508	44053	45598	47143	48688	50233	51778	53323	54867	56412	57957
34	1591	34168	35760	37351	38943	40534	42126	43717	45309	46900	48492	50083	51675	53266	54858	56449	58041	59632
35	1638	35099	36737	38375	40013	41651	43289	44927	46565	48203	49841	51479	53117	54755	56393	58031	59669	61307

1994 COUNTY OF BURLINGTON SALARIES

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
R																		
A																		
N																		
G																		
E	INCR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2	540	13218	13758	14297	14838	15377	15917	16457	16996	17536	18076	18616	19156	19696	20235	20776	21315	21855
3	570	13820	14390	14960	15529	16099	16670	17239	17809	18378	18949	19519	20088	20659	21229	21798	22368	22938
4	600	14421	15022	15621	16222	16822	17421	18021	18621	19221	19821	20422	21022	21621	22221	22822	23421	24021
5	630	15023	15652	16284	16914	17543	18174	18803	19434	20065	20694	21324	21954	22585	23214	23844	24475	25105
6	660	15625	16285	16946	17605	18266	18926	19586	20247	20906	21567	22227	22887	23547	24208	24867	25528	26189
7	690	16227	16917	17607	18298	18987	19678	20368	21059	21749	22439	23130	23819	24510	25200	25891	26581	27271
8	720	16829	17548	18270	18989	19711	20431	21150	21872	22591	23312	24032	24753	25474	26194	26913	27634	28354
9	750	17429	18181	18932	19682	20433	21182	21935	22715	23497	24280	25119	25930	26741	27551	28362	29173	29984
10	781	18032	18813	19594	20374	21154	21935	22715	23497	24280	25119	25930	26741	27551	28362	29173	29984	30793
11	811	18634	19445	20256	21065	21877	22687	23499	24308	25119	25930	26741	27551	28362	29173	29984	30793	31605
12	841	19235	20077	20916	21758	22598	23440	24280	25122	25962	26802	27643	28484	29325	30166	31007	31847	32687
13	871	19838	20709	21579	22449	23321	24191	25063	25933	26804	27675	28546	29417	30288	31159	32030	32901	33770
14	901	20439	21340	22241	23142	24043	24945	25845	26746	27647	28548	29449	30350	31251	32151	33053	33953	34855
15	931	21041	21972	22902	23835	24765	25697	26627	27558	28489	29420	30351	31282	32214	33145	34075	35007	35937
16	961	21643	22604	23565	24526	25488	26448	27410	28370	29332	30293	31254	32215	33176	34137	35099	36059	37021
17	991	22245	23236	24227	25219	26209	27201	28192	29184	30174	31165	32157	33148	34138	35131	36121	37113	38104
18	1021	22848	23868	24889	25911	26932	27953	28975	29995	31017	32038	33059	34082	35102	36124	37145	38166	39187
19	1051	23448	24499	25551	26603	27654	28706	29756	30806	31859	32911	33962	35014	36065	37117	38168	39218	40271
20	1081	24050	25132	26212	27295	28376	29457	30540	31620	32702	33783	34865	35946	37028	38109	39190	40273	41353
21	1112	24652	25764	26875	27986	29099	30210	31321	32434	33544	34656	35769	36879	37991	39102	40214	41325	42437
22	1142	25254	26396	27537	28679	29820	30963	32104	33245	34388	35528	36670	37812	38954	40095	41236	42379	43521
23	1172	25856	27027	28199	29371	30543	31714	32887	34058	35229	36401	37574	38745	39917	41087	42260	43432	44603
24	1202	26457	27659	28861	30063	31265	32467	33669	34870	36073	37274	38476	39678	40879	42081	43283	44484	45687
25	1232	27059	28291	29523	30755	31987	33218	34451	35683	36914	38146	39379	40610	41842	43074	44306	45538	46770
26	1262	27661	28923	30185	31446	32709	33972	35233	36495	37758	39019	40281	41543	42806	44067	45329	46592	47854
27	1310	28624	29934	31245	32555	33864	35174	36485	37795	39105	40415	41725	43035	44346	45656	46966	48277	49587
28	1358	29588	30945	32303	33662	35020	36379	37737	39095	40454	41812	43171	44529	45887	47246	48604	49962	51320
29	1406	30550	31957	33363	34769	36175	37582	38988	40395	41802	43208	44615	46021	47428	48834	50241	51647	53053
30	1455	31514	32967	34422	35876	37331	38786	40241	41695	43150	44603	46059	47513	48968	50422	51877	53333	54787
31	1503	32475	33978	35481	36984	38486	39990	41492	42995	44498	46001	47503	49005	50508	52011	53514	55017	56520
32	1551	33439	34989	36541	38092	39642	41193	42744	44295	45845	47397	48947	50499	52049	53600	55151	56702	58253
33	1599	34401	36000	37601	39199	40798	42397	43995	45595	47194	48793	50391	51991	53590	55188	56787	58387	59985
34	1647	35354	37012	38658	40306	41954	43600	45247	46895	48542	50189	51837	53483	55130	56778	58425	60072	61719
35	1695	36327	38023	39718	41413	43108	44804	46498	48195	49890	51584	53281	54975	56671	58367	60061	61757	63452

EXHIBIT C

BURLINGTON COUNTY PERFORMANCE EVALUATION/INCREMENT SYSTEM

A. GENERAL GUIDELINES AND OBJECTIVES:

Performance Evaluation System - the objectives of the (PES) shall be as follows:

- a). To clearly identify what is expected of each worker in terms of job performance.
- b). To identify workers' strengths and weaknesses.
- c). To provide a positive reinforcement system whereby workers can progress through a salary increment system based upon satisfactory performance.

B. EVALUATION SYSTEM:

1. Employees shall meet with their Supervisor to establish an Individualized Performance Agreement (IPA).

2. The IPA shall minimumly contain the following:

- a). General objectives for the job title.
- b). Individualized tasks which the worker is expected to perform.
- c). Schedule of next meeting to be held between the worker and the Supervisor.

C. RATING SYSTEM/SEMI-ANNUALLY:

1. Workers will be given a semi-annual evaluation of job performance no later than December 15 and June 15 of each year.

2. The semi-annual rating shall be primarily in narrative form but shall include an overall rating in one of the following categories:

- a). Excellent
- b). Above Average
- c). Satisfactory
- d). Unsatisfactory

3. Any worker who receives an overall unsatisfactory rating at their semi-annual rating shall be scheduled for monthly Supervisory meetings for three (3) months at which time a quarterly evaluation will be completed. Additionally, a semi-annual evaluation of unsatisfactory shall be accompanied by specific goals and the Supervisory assistance to be offered to the worker to help him/her improve job performance.

4. Copies of any evaluation shall be sent to the Freeholders Office for inclusion in the employee's personnel file.

BURLINGTON COUNTY PERFORMANCE EVALUATION/INCREMENT SYSTEM
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D. RATING SYSTEM/ANNUAL:

1. Workers will be given an annual evaluation. This evaluation shall be completed no later than June 15 of each year.

2. This annual evaluation shall be primarily in narrative form but shall contain an overall rating in one of the following categories:

- a). Excellent
- b). Above Average
- c). Satisfactory
- d). Unsatisfactory

3. The annual rating shall be a composite rating of the employee's overall performance during the previous year. Supervisors will consider trends toward improvement whenever such develop.

4. Copies of each employee's Annual report shall be sent to the Freeholders Office for inclusion in his/her personnel file.

E. INCREMENT PAYMENT:

1. Annual increments shall only be denied when there is just cause for an unsatisfactory rating.

2. Increments shall be awarded on July 1 of each year of the contract.

F. NEW EMPLOYEES:

1. New employees shall be given an initial IPA within two (2) weeks of hire and shall thereafter be given a quarterly evaluation during the first year of employment.

2. Employees must have at least (11) eleven months service by June 15 (annual evaluation) in order to be eligible for an increment.

G. JOB CHANGES IN MIDDLE OF EVALUATION PERIOD:

1. Employees who change jobs during the course of the evaluation period will be given an exit evaluation by their Supervisor.

2. A new IPA shall be developed within two (2) weeks of beginning the new job and the worker shall thereafter be evaluated on the quarterly system.

3. Where an employee has had more than one job during the twelve (12) month evaluation period, the annual evaluation shall be a composite evaluation based upon the previous years overall performance.

H. APPEAL PROCEDURE/SEMI-ANNUAL RATING AND IPA'S:

1. Disputes concerning IPA's and semi-annual ratings of unsatisfactory only shall be appealable to the Department Head or designee.

2. Where an appeal of an IPA or a semi-annual rating is not resolved by the Department Head, the employee shall be permitted to place a written statement in his/her personnel file stating his/her objections.

3. A Union representative may represent a worker at any appeal before a Department Head.

4. Appeal of IPA's and semi-annual ratings shall not be appealable beyond the Step as outlined above.

I. APPEAL PROCEDURE/ANNUAL RATING:

1. Employees may appeal any overall unsatisfactory annual rating not satisfactorily resolved after appealing to the Department Head to the Joint Union Management Panel (JUMP) for review and consideration.

2. The JUMP shall be comprised of two (2) representatives of the Union and two (2) representatives of the County and one (1) mutually agreed upon neutral panel member.

3. The five (5) JUMP members shall informally discuss and review the rating of the employee, any documentation which accompanied the evaluation and any written comments the employee cares to submit. Additionally, verbal arguments can be made by both the Union and Management members.

4. The JUMP members will attempt to resolve the dispute in one of the following manners:

a). Uphold the rating
b). Modify the rating upward
c). Order an extension of the evaluation period at which time the employee shall be evaluated again and, if improved, the rating upgraded and if the increment had been withheld, it shall be restored.

5. In the event the parties are unable to resolve the dispute, the neutral panel member shall issue a final decision.

6. The JUMP shall meet within thirty (30) days of an appeal of a Department Head's decision.

7. Up to eight (8) cases may be scheduled for one (1) days JUMP meeting.

8. The cost of the JUMP neutral member shall be borne equally by the parties.

9. The neutral JUMP member shall issue no decisions in writing other than those made on the day of the meeting.

EXHIBIT D

Variations to Grievance Procedure

The grievance procedure to be followed by employees of the Library Commission and Mosquito Commission shall be the same as that contained on pages 25 and 26 of this contract except that in Steps 1 and 2, "Library Director" or "Superintendent of the Mosquito Commission" shall replace "Department Head" and "Library Commission Representative" or "Mosquito Commission Representative" shall replace "Clerk/Administrator or designee."